



Request for Proposal

Advertising, Marketing and Public Relations Services for the Kingsport Aquatic Center

REQUEST FOR PROPOSALS

Sealed Proposals for the following project will be received by the Procurement Manager until 4:00 P.M., Eastern Time, November 6, 2012, and at that time publicly opened in the Council Room, City Hall, 225 W. Center St., Kingsport, TN. All proposals will be considered for award or rejection at a later date.

PROJECT: Advertising, Marketing & Public Relations Services for the Kingsport Aquatic Center

Documents for the above referenced item(s) are available online at www.purchasing.kingsporttn.gov/list. Interested parties may also contact the Procurement Department at (423) 229-9419.

By submission of a signed proposal bid, the bidder certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

No submitted proposals may be withdrawn for a period of seventy (70) days after the scheduled closing time of the receipt of proposals. All proposals shall be signed, sealed and addressed to the Procurement Manager, City of Kingsport, 225 W. Center St., Kingsport, TN 37660, and marked "Advertising, Marketing & Public Relations – Aquatic Center". The City by its governing regulations reserves the right to accept or reject any or all proposals received, to waive any informalities in bidding and to re-advertise.

John G. Campbell
City Manager

PUB 1T: 10/14/12

1. INTRODUCTION

A. EXECUTIVE SUMMARY

The City of Kingsport, Tennessee is interested in contracting with a firm to provide Advertising, Marketing and Public Relations services for the purpose of promoting the Kingsport Aquatic Center. The contract will be awarded for a one year period, subject to annual renewals based upon the needs of the City.

2. MINIMUM PROPOSER QUALIFICATIONS

Proposer must have a minimum of at least three years experience in working with a public municipality tourist attraction.

3. SCOPE OF SERVICES

A. BASE SERVICES

1. A detailed layout of marketing plan leading up to the Aquatic Center's Grand Opening (May 2013) as well as a continued marketing plan after the opening.
2. Brand development of outdoor water park as well as an overall Aquatic Center.
3. Creative production of collateral materials including printing.
4. Advertising development, placement, including print, online components, social media, TV and direct marketing.
5. Coordination with the Kingsport Convention and Visitors Bureau of activities in order to not duplicate efforts.
6. Website generation and interactive components.
7. Public Relations planning and execution including press releases, placement and value analysis.
8. Media placement and post-buy analysis.
9. Detailed objectives of submitted plan.
10. Coordination of meetings/presentations as requested by the City regarding promotion(s) of the Aquatic Center.

4. PROPOSAL FORMAT AND CONTENT

1. General Proposal Requirements

- a. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content, and full disclosure of charges associated with services.
- b. Proposals must be inclusive of fees and charges.
- c. Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate

any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the City's information requirements.

- d. Proposers must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP.

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

- e. Proposals must not contain extraneous information. All information represented in a Proposal must be relevant in response to a requirement of the RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.
- f. Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English.

5. PROPOSAL

The Proposal Shall Be

Proposal Transmittal letter
Response to RFP Questionnaire
Response to Example of Services
References

If a proposal fails to detail and address each of the requirements below, the City may determine the proposal to be nonresponsive and reject it.

1. Proposal Transmittal Letter: The proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter signatory must be a company officer empowered to bind the proposing Proposer to the provisions of this RFP and any contract awarded pursuant to it. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence. The letter shall clearly:
 - a. state that the proposal remains valid for at least seventy (70) days subsequent to the date of submittal and thereafter in accordance with any resulting contract between the Proposer and the City;
 - b. provide the complete name of the legal entity name and Proposer Tax Identification Number of the firm making the proposal;

- c. provide the name, mailing address, and telephone number of the person the City should contact regarding the proposal;
 - d. provide written confirmation that the Proposer shall comply with all of the provisions in this RFP;
 - e. state whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest and, if so, the nature of that conflict. The City reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offer. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the City;
 - f. attach a copy of a valid certificate(s) of insurance indicating liability insurance and the amount of coverage; and,
 - g. attach written certification and assurance of the Proposer's compliance with; (1) the laws of the State of Tennessee; (2) Title VII of the federal Civil Rights Act of 1964; (3) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government; (4) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government; (5) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and, (6) the condition that no amount shall be paid directly or indirectly to an employee, official, consultant or representative of the City as wages, compensation or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.
2. Response to RFP Questionnaire: The Proposer should respond fully to all questions set forth in this RFP.
3. References: Proposer should provide at least three current references of clients for whom the Proposer provides similar services

6. RFP QUESTIONNAIRE

Proposer shall provide a response to each question; if response does not meet minimum requirements, it is the Proposer's responsibility to so indicate in the response.

A. MANAGEMENT, EXPERIENCE AND QUALIFICATIONS

1. Business Background and Customer Base

- a. Provide a name, title, address, phone number, cell phone number, fax number and email address for the individual authorized to answer questions regarding your response to this RFP.
- b. List your account management team. Who will be responsible for the account and who will be its day-to-day contact? Where are these individuals located? Provide a brief description of their experience and years with your organization.
- c. Provide a brief description of your organization including history, business philosophy, and management structure.
- d. What year did your firm start providing these type services for a public municipality?

- e. Describe your firm's experience related to the services to be provided in response to this RFP, with specific emphasis on services for a public municipality.
- f. Provide three public entity references from among your clients.
- g. Please list any clients who have stopped using your services within the last four years, and explain the circumstances of the business separation/stoppage.
- h. Describe any litigation, pending or in the past, arising from the performance of your firm's operations.
- i. Has your firm ever filed, or had filed against it, bankruptcy or insolvency proceeding or has the firm undergone the appointment of a receiver, trustee or assignee for the benefit of creditors?
- j. Provide media plans in three different levels. The amounts listed below are for media buys only and do not include agency fees or creative costs/the agency fees and/or creative costs must be shown as separate cost and included in this proposal.

\$25,000.00

\$50,000.00

\$75,000.00

7. SAMPLE CASE HISTORIES and WORK SAMPLES

Provide up to three case histories from the firm that demonstrates how the firm identified, addressed and solved specific client marketing and advertising needs. Also, provide the name and contact information of the person at the Client.

Provide samples of work that have been produced relevant to the needs of the Kingsport Aquatic Center.

8. REFERENCES

Proposer shall submit as a part of the proposal package, three (3) business references with name of the business, address, contact person, and telephone number, that have utilized the services being proposed to the City.

9. PROCUREMENT PROCESS

- A. Proposals will be received by the Procurement Manager until 4:00 p.m. Eastern Time on November 6, 2012, at which time it will be publicly opened in the Council Room, City Hall, 225 West Center Street, Kingsport, TN
- B. The Sealed Proposal shall be signed by an authorized representative and the sealed envelope addressed as follows:

Procurement Manager

City of Kingsport

225 West Center Street

Kingsport, TN 37660

Proposal for Advertising, Marketing and Public Relations-Aquatic Center

- C. An original hard copy, an electronic copy in either WORD or PDF and three (3) additional hard copies of the proposal are required.
- D. Proposals, modifications, or corrections received after the scheduled closing time of the receipt of proposals will not be considered. The City of Kingsport is not responsible for delays in delivery by mail, courier, etc.
- E. No submitted proposal may be withdrawn for a period of seventy (70) days after the scheduled closing time of the receipt of proposals.
- F. No oral interpretation will be made to any proposer as to the meaning of the proposal specifications or any part thereof. Each written request for clarification or interpretation shall be made in writing to the City.

NOTE – It is the intent of the City to issue one (1) addendum, if necessary. Written request for clarification and/or interpretation must be submitted in writing to the Procurement Manager by the end of the business day, October 26, 2012, and addendum will be issued by the end of the business day October 30, 2012 and will be available online at www.Purchasing.KingsportTN.gov/list. Written request shall be submitted to the Procurement Manager by fax (423-224-2433) or by email (sandycrawford@kingsporttn.gov).

It shall be the Proposer's responsibility to make inquiry as to the addenda issued. Any and all addendas shall become part of the specifications and all Proposers shall be bound by such addenda, whether or not received by Proposer.

10. GENERAL TERMS AND CONDITIONS

- A. Taxes – The City is exempted from Federal Excise Taxes, State of Tennessee and local sales taxes and bidder must quote prices which do not include such taxes, unless by law the taxes must be a part of the price. Exemptions Certificate will be furnished upon request.
- B. Indemnification – the City of Kingsport, its officers, agents and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any service and/or materials furnished by the Proposer, provided that such liability is not attributable to negligence on the part of the using agency of failure of the using agency to use the materials in the manner outlined by the Proposer in descriptive literature or specifications submitted with the proposal. The city will not indemnify the successful Proposer.
- C. Patent Liability – the successful Proposer, at his own expense, will defend any suit which may be brought against the City to the extent that it is based on a claim that the goods furnished through a contract/agreement infringes a United States patent, and in any such suit will pay those costs and damages which are attributable to such claims and finally awarded against the City.
- D. Limitation of Remedies – Any remedies in the Proposer's proposal, to include Agreement, License Product Agreement, Terms and Conditions, literature, etc., that may be considered in agreement to waive the legal rights of the citizens of the City of Kingsport may be considered cause for rejection.
- E. All agreements related to the purchase and sale of any product pursuant to this bid document will include the following conditions: "Notwithstanding anything in this section to the contrary, any provision of provisions of this Section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including

Appellate review if pursued, to violate the laws or Constitution of the State of Tennessee.”

- F. Insurance – During any work performed by the successful proposer(s) on the premises of the City or otherwise, the successful proposer(s) agrees to take such measures as to effectually prevent any accident to persons or property during or in connection with the work; and especially to indemnify and save harmless the City from all loss, costs, damages, expense and liability for property damage and for bodily injuries to, or death of, any persons, including without limitation, as to both property damage and bodily injury, and the bidder and the city and their representative agents and employees, occasioned in any way by the acts or omissions of the proposer, or the proposer’s agents, employees, during or in connection with said work, excepting only property damage, bodily injury or death caused by the sole negligence of the City, its agents or employees.

The successful proposer shall maintain such insurance as will protect it from claims under Workers’ Compensation Acts and from any claims for bodily injuries, including death, either to its employees or others, and from all claims on account of property damage, which may arise in connection from said work.

All Certificates of insurance and policies shall contain the following clause: “The insurance covered by this Certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the City.”

Insurance required with a minimum of One Million Dollars (\$1,000,000.00) limits are Comprehensive General Public and Professional Liability, Comprehensive Automobile Liability and Owner’s Liability.

This requirement will be effective for the life of any contract/agreement entered into by the proposer and the City.

- G. F.O.B. – All prices will be quoted F.O.B. Kingsport, TN., delivery to City of Kingsport’s location shall be without additional charge.
- H. By submission of a signed proposal, the proposer certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
- I. Contracts and purchases will be made or entered into with the lowest, responsible, compliant proposer meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the City of Kingsport. Responsible proposer is defined as a proposer whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate City authority to be capable of satisfying the City’s needs for a specific contract or purchase order.
- J. The City reserves the right to determine the low proposer either on the basis of the individual items or on the basis of all items included in its Request for Proposal, unless otherwise expressly provided in the Request for Proposal. The City reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its Request for Proposal.
- K. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the

parties concerning any aspect of the contract or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Kingsport, Sullivan County, Tennessee.

- L. The City, in accordance with its governing directives, reserves the right to reject any and all proposals, to waive any informality or irregularities in proposals and unless otherwise specified by the proposer, to accept any item.
- M. All contracts, purchase orders, and any documents or material obtained by the City may be subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act set out in T.C.A. 10-7-503 et seq. without regard to any provision contained in the document declaring information confidential.
- N. All contracts or purchase orders will include a provision that is not assignable by the Proposer without the written consent of the city.

Situation Analysis

Making a Splash in 2013

The Kingsport Aquatic Center is planned to open in May of 2013. After careful review and intensive studies, it became apparent that instead of investing more money into Legion Pool (an older, deteriorating pool), it made sense to build a new, more extensive aquatic center that could benefit all city residents' needs.

More Than a Pool

Opportunities are endless at the Kingsport Aquatic Center as it encompasses many features. The center is definitely more than just a pool. The indoor section of the Aquatic Center (approximately ~50,000sq ft) will feature a total of three pools, including a zero gravity pool targeted towards seniors, special needs and rehabilitation patients. The other two indoor pools will be an 8 lane, 50 meter pool and a 4 lane, 25 meter pool. Additionally, two-one meter and one-three meter diving boards will be available. The indoor area will seat approximately 350-400 people.

Swimming lessons, water aerobics, competitive swimming and scuba diving certification classes are just a few of the many activities that will be featured in this area. The indoor component of the Kingsport Aquatic Center allows the facility to be utilized year-round. The facility will also accommodate birthday parties, youth group gatherings, etc, year-round.

The outdoor component of the Aquatic Center will feature a water park atmosphere and will be geared towards kids and teens. This area will feature two waterslides, a climbing structure/fun-play area with water cannons, lilly pad crossings, a 233 yard lazy river (accessible to people with all abilities) and beach volleyball court. Future outdoor projects include possibly adding a wave rider/surf simulator and mat racer. Concessions, a picnic area and mens/womens changing stations and lockers will be onsite as well.

Transportation

Many community members enjoyed summers by Legion Pool and the city wants to make sure those members are still able to enjoy the water. A city KATS bus will run to and from the pool. Students and individuals with an Aquatic Center pass will be able to ride the bus at no charge.

YMCA

The Kingsport Aquatic Center shares the property with the YMCA of greater Kingsport. YMCA members will have access to all Aquatic Center facilities but you do not have to be a member of the YMCA to take advantage of the Aquatic Center. The Kingsport Aquatic Center is open to the public, no gym membership is necessary.

A Menu of Options

The City of Kingsport is finalizing pricing to coincide with similar water park's rates. Residents of Kingsport have indicated that they appreciate options; therefore the city will present a "menu" of rates to meet each person's needs. This "menu" will include but is not limited to: annual pass, seasonal pass, and a daily pass options for youth, adults, seniors, single+1, family, group rates and non-profit organizations.

Stay and Play

MeadowView Marriott Conference Resort and Convention Center is located across the street from the Kingsport Aquatic Center. A host of other hotels are located within two miles of the site. The convenience of these hotels allows individuals to "Stay and Play" in Kingsport.

Bays Mountain Park and Planetarium (featuring the Flying Squirrel Zipline) and Cattails Golf Course are attractions also located close to the Aquatic Center. Packages are in the works where guests can choose to stay in one of Kingsport's hotels and choose any of the three noted attractions for a special rate. Additionally, the Aquatic Center creates an added benefit to those already visiting Kingsport.

Industry Overview

What is a Water park?

A water park, by definition is "an amusement park that features water play areas, such as water slides, splash pads, spraygrounds (water playgrounds), lazy rivers or other recreational bathing, swimming and barefooting environments. Water parks in more current states of development may also be equipped with some type of artificial surfing or body boarding environment such as a wave pool or Flowrider"-(Wikipedia)

Gaining Popularity

The United States has the highest concentration of water parks worldwide. With nearly a dozen new parks opening each year, the popularity of water parks is on the rise as communities aim to make their destination appeal more desirable to leisure travelers.

Cost Effective

Despite a struggling economy, people are still seeking fun; however, the economy has forced families to restructure their vacations. Several shorter vacations may be chosen over the typical week long vacation in order to spread out costs. Additionally, people often opt for a "staycation" where they enjoy the amenities of their own community. Water parks offer "a great, close to home alternative to a larger vacation....In many cases a day at one of these fun-filled water parks is the same or less than going to the

movies” (regionalparks.com). Many smaller water parks are reporting attendance numbers at an increase of 100% over the previous year.

Competition

Wetlands

Wetlands Water Park is located in Jonesborough, Tennessee, just 25-30 minutes away from Kingsport. This park is closest in proximity and is considered direct competition for the Kingsport Aquatic Center’s outdoor component. Wetlands features a rain tree, 80 foot enclosed fiberglass flume slide, 100 foot open fiberglass flume slide, 200 foot giant fiberglass flume slide, water bubblers, tumble buckets, Lazy River (tube rental \$3), zero depth wading area, Children’s otter slide, pavilions for shade, full service café and more. The park’s tickets are set at \$12 (adult) and \$9 (children) which are higher than the price the city of Kingsport is currently considering. Additionally, this park charges for the rental of tubes and the use of pavilion for shade.

Wilderness of the Smokies

Wilderness of the Smokies is Tennessee’s largest indoor/outdoor water park and is located in Pigeon Forge, a mere hour and 15 minutes from Kingsport. This water park is part of a hotel and a series of lodges. Families can travel year round to enjoy the water at this facility and it is packed with water entertainment. While most of the slides and attractions are indoors, the water park also offers a seasonal outdoor wave pool and lazy river. Pigeon Forge is also home to thousands of attractions (ie. outlet malls, dinner shows, mini-golf etc) which increases the appeal of this water park. Wilderness of the Smokies is a direct competitor as it offers year round water fun however; it does require an overnight stay to gain access to the water park.

Splash! At Breaks Interstate Park

This water park is located in Breaks, Virginia which is approximately 2 hours from Kingsport. Although smaller in size, this water park could be considered competition for the Kingsport Aquatic Center. The main feature is a 4,000 square foot beach-entry leisure pool. Other elements include a current channel, four waterslides, a spray ground; in-pool basketball and volleyball areas, shade structures and other water features. Other amenities within the park include hiking, camping, biking, birding and geocaching.

Indirect Competition

Any theme park, nature park, swimming pool, lake or indoor/outdoor activity that could be chosen over an indoor/outdoor water park would be considered an indirect competitor.